

APPEAL NO. 041275  
FILED JULY 12, 2004

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing (CCH) was held on May 6, 2004. The hearing officer determined that the appellant's (claimant) \_\_\_\_\_, compensable injury extends to and includes a cervical sprain/strain, but does not extend to nor include spondylosis and degenerative disc disease at the C4 through C7 levels of the cervical spine; that the claimant's date of maximum medical improvement (MMI) is December 30, 2002; and that the claimant's impairment rating (IR) is 12%. The claimant appealed the determinations regarding MMI and IR. The respondent (carrier) responded, urging affirmance. The hearing officer's determination regarding extent of injury has not been appealed and has become final. Section 410.169.

DECISION

Affirmed.

The hearing officer did not err in making the complained-of determinations. Section 410.166 provides, in part, that an oral stipulation or agreement of the parties that is preserved in the record is final and binding. Tex. W.C. Comm'n, 28 TEX. ADMIN. CODE § 147.4(c) (Rule 147.4(c)) provides, in part, that an oral agreement of the parties that is preserved in the record is final and binding on the date made. Rule 147.4(d)(2) further provides, in part, that an oral agreement is binding on a claimant that is not represented by an attorney through the final conclusion of all matters relating to the claim while the claim is pending before the Texas Workers' Compensation Commission (Commission), unless set aside by the Commission for good cause. The claimant stipulated and agreed on the record at the CCH to the facts utilized by the hearing officer in resolving the issues as reflected in the hearing officer's decision. Specifically, the claimant stipulated that the designated doctor certified that he reached MMI on December 30, 2002, with a 12% IR, and that the designated doctor's determinations were not contrary to the great weight of the medical evidence. The claimant does not articulate, in his appeal, good cause to set aside the stipulations, which he agreed to at the CCH, and none is apparent in the record. Accordingly, we find no basis to reverse the hearing officer's decision.

The hearing officer's decision and order are affirmed.

The true corporate name of the insurance carrier is **PACIFIC EMPLOYERS INSURANCE COMPANY** and the name and address of its registered agent for service of process is

**ROBIN M. MOUNTAIN  
6600 CAMPUS CIRCLE DRIVE EAST, SUITE 300  
IRVING, TEXAS 75063.**

---

Daniel R. Barry  
Appeals Judge

CONCUR:

---

Chris Cowan  
Appeals Judge

---

Edward Vilano  
Appeals Judge